

General Terms of Use – Framework Agreement

1. Subject matter of the Framework Agreement, scope of application

- 1.1. These General Terms of Use govern the formation, content and termination of a framework agreement (“Framework Agreement”) between Gameforge 4D GmbH, Albert-Nestler-Strasse 8, 76131 Karlsruhe, Germany (“Gameforge”) and the user.
- 1.2. The scope of the Framework Agreement extends to all digital products (digital content and digital services) provided by Gameforge (“Gameforge Services”). This also applies to Gameforge Services offered through sales channels and platforms operated by third parties, whereby general terms and conditions of such third parties take precedence over the provisions of this Framework Agreement in case of conflict.
- 1.3. The use of the individual Gameforge Services is based on separate individual contracts to which the Framework Agreement applies in addition (“Specific Agreement” / “Specific Agreements”), for example when using a specific game offered by Gameforge or when purchasing digital content within a game. Specific Agreements are subject to special terms and conditions that take precedence over the Framework Agreement in the event of any inconsistency (“Special Terms”). Certain Gameforge Services may contain specific game rules that must be complied with by the user (“Game Rules”).
- 1.4. Terms and conditions of the user deviating from the Framework Agreement or the Specific Agreements shall not apply.

2. Conditions for the use of Gameforge Services

- 2.1. The prerequisite for the use of Gameforge Services is the existence of an effective Framework Agreement between Gameforge and the user.
- 2.2. As users, only natural persons can effectively enter into a Framework Agreement and only if they act as a consumer, i.e. not for the purpose of a commercial or independent professional activity. Exceptions require the prior consent of Gameforge in text form, unless the registration serves to protect the legal interests of the user.
- 2.3. The Gameforge Services can only be used in their respective current version. It is the user’s responsibility to ensure that their software and hardware are up to date and suitable.
- 2.4. Minors are only permitted to use the Gameforge Services if they have the consent of their parents or legal representatives and if the user has reached the minimum age specified in the respective age label.

3. Conclusion of the Framework Agreement

- 3.1. The Framework Agreement comes into effect through the user’s registration with Gameforge. For registration, the user must provide their permanently available email address and a password chosen by them. The registration is complete as soon as Gameforge has activated a

user account for the user. Gameforge may make the activation of the user account dependent on the user validating their email address (opt-in procedure).

- 3.2. If offered by Gameforge, third-party accounts (e.g. from social networks) of the user can also be used for registration instead of an email address. In all other respects, the conclusion of the Framework Agreement is carried out as described in Sec. 3.1.
- 3.3. In deviation from Sec. 3.1, the Framework Agreement is concluded with a user who obtains Gameforge Services via sales channels operated by third parties and who has not previously entered into a Framework Agreement with Gameforge by the user initiating the execution of the Gameforge Service (if applicable, after its installation) via their user account with the respective sales channel by pressing the “Play” button or a similar button indicating the launch of the program.
- 3.4. The conclusion of the Framework Agreement must be made by the user personally. Registration by proxies or other third parties is not permitted, unless they are legal representatives of the user.
- 3.5. The provisions of the Framework Agreement shall also apply for the duration of use in cases where an exception to the requirement of prior registration is provided for (e.g. indicated by “play now!”). Saving a game state requires the user to be registered.
- 3.6. Gameforge is not obliged to enter into a Framework Agreement with the user. The entry of another user in place of the previous user into the Framework Agreement requires Gameforge’s consent.

4. Access to the user account, communication and declarations

- 4.1. The user is obliged to keep their password secret, to use it exclusively for the use of Gameforge Services and to protect it from unauthorised access by third parties. The user may not transfer or loan their user account to third parties without the consent of Gameforge. The user is not entitled to use the log-in data of another user.
- 4.2. The user must inform Gameforge immediately if there are indications of unauthorised access to the user account. In this case, Gameforge may temporarily block the user account. The user account must be unblocked for the user as soon as the suspicion of unauthorised access has been dispelled.
- 4.3. Declarations by Gameforge are made by email. The user is obligated to ensure access to the email account specified in his registration. Gameforge is entitled to alternatively send declarations to the user to a mailbox accessible to the user in the user account or to have them displayed by an overlaying message within the Gameforge Services. In support matters, Gameforge is entitled to refer the user to the exclusive communication via the support system.
- 4.4. Gameforge is entitled to demand suitable proof of identification or authorisation from the user if there are doubts about this and the elimination of these doubts is necessary for the proper provision of services by Gameforge.

5. Use of Gameforge Services and provision of their functions

- 5.1. Gameforge grants to the user a non-exclusive right of use to the digital content of the Gameforge Services, which is limited in time and ends at the latest at the end date of the Framework Agreement (“Right of Use”). The Right of Use is limited in particular by the provisions set forth in Sec. 6. All further rights to the Gameforge Services remain reserved.
- 5.2. Gameforge provides the services within the scope of the Gameforge Services (including the granting of the Right of Use according to Sec. 5.1) free of charge, unless a fee is agreed in a Specific Agreement.
- 5.3. Gameforge is entitled to interrupt the operation of Gameforge Services for compelling technical reasons or due to necessary maintenance work without prior notice. In all other cases, advance notice with a reasonable notification period is given in a suitable manner. Gameforge does not owe a certain minimum availability of the Gameforge Services.
- 5.4. Gameforge is always entitled to make changes to the product features of all kinds for free Gameforge Services. Gameforge is entitled to make changes to the product features of Gameforge Services that are provided permanently and against payment of a price or that are legally equivalent to this, if
 - a) third party rights require this,
 - b) content or function enhancements are made,
 - c) the redesign only concerns adjustments to the narrative plot, content design, game balance, game function controls or game rules,as well as in the cases permitted by law. This only applies if such change does not result in additional costs for the user.
- 5.5. The user grants Gameforge free of charge the permanent, irrevocable and non-exclusive right to use the content publicly contributed by him within the scope of Gameforge Services (“User Generated Content”), including content entered and displayed via any available communication functions. Gameforge expressly does not adopt the content statements provided by users as its own and points out that Gameforge cannot perform a fully complete check of User Generated Content. The user has the possibility to report suspected illegal content to Gameforge. The user has no right to the publication of certain content within the scope of Gameforge Services. The free of charge granting of rights does not apply to User Generated Content that may be directly transferred or licensed to third parties by Gameforge against payment in accordance with Specific Agreements.
- 5.6. Actions within the gameplay of games that are provided as part of the Gameforge Services do not have a legal character. This applies in particular without limitation to utilising digital content within the gameplay that the user has acquired against payment of a price or free of charge.

6. User's obligations to desist

- 6.1. Unless expressly permitted by Gameforge, the user is not entitled to edit, reproduce, distribute, publicly reproduce, commercially use or to use outside the contractually agreed purpose the Gameforge Services or parts thereof. Only the technically required reproduction for the purpose of the intended use of the Gameforge Services is permitted. Copyright notices and trademarks must not be changed or removed.
- 6.2. Actions to disguise the true IP address of the user shall not be taken.
- 6.3. Decompiling and other types of reverse engineering of the digital content provided by Gameforge is prohibited.
- 6.4. The user is obliged to refrain from any form of manipulative intervention in the Gameforge Services. In particular, without limitation, the user is not permitted
 - a) to perform actions or use tools that may impair the intended function or the program or game flow; this includes in particular the use of cheats, mods, hacks, bots (and similar programs and functions that automate actions to be performed manually) and data mining tools,
 - b) to deliberately exploit any existing program errors (bugs) in order to gain advantages over other users,
 - c) to undertake unreasonable or excessive stress on the technical capacities of the Gameforge Services,
 - d) to block, overwrite or modify content generated by Gameforge or to interfere with Gameforge Services in any other way,
 - e) to access data without authorisation, in particular, without limitation, the personal data of other users.
- 6.5. The user is obliged to refrain from
 - a) entering into more than one Framework Agreement with Gameforge,
 - b) acquiring digital content of Gameforge Services from other users against payment or selling it to third parties against payment, unless this is expressly permitted by Gameforge in individual cases,
 - c) operating or using private servers or pirate servers; this includes digital products that are operated due to unauthorised use or modification of client or server software or of other digital content of Gameforge Services,
 - d) harassing other users or persons engaged by Gameforge in connection with the use of Gameforge Services and from violating the game rules,
 - e) distributing content when using the Gameforge Services, that

- (1) violates trademarks, copyrights, trade secrets or other rights of third parties,
- (2) is obscene, racist, glorifies violence, pornographic, harmful to minors or immoral in character or that is likely to impair the development of children and adolescents,
- (3) contains insults or untrue facts about third parties or that otherwise violates personal rights,
- (4) contains an inappropriate choice of words or reproduces political or religious content in an intrusive or militant manner,
- (5) contains personal data of third parties without authorisation,
- (6) contains advertising or other commercial content,
- (7) may falsely create the impression of being provided or supported by Gameforge,
- (8) incites participating in chain letters or snowball systems or violating the rules of the game or the Framework Agreement.

6.6. The user is obliged to refrain from all actions which are equivalent in their effect to the actions mentioned under Sec. 6.1.-6.5.

7. Consequences of breaches of obligations

7.1. In the event the user violates their obligations under this Framework Agreement or the Special Terms or Specific Agreements, Gameforge is entitled

- a) to demand the user cease and desist and eliminate the infringement. In the event of violations of Sec. 6.5(e), Gameforge is entitled to delete the respective content,
- b) to address an admonishment or a warning notice to the user,
- c) to ban the user at Gameforge's reasonable discretion temporarily or, in the event of significant violations of obligations, permanently from the use of Gameforge Services and to block their user account. The pronouncement of a permanent ban from use simultaneously constitutes an extraordinary termination of the Framework Agreement, unless the ban expressly refers to a specific Gameforge Service.

7.2. Gameforge is already entitled to the right to temporarily ban the user according to Sec. 7.1(c) if it appears prima facie that the user has violated the Framework Agreement or the applicable supplementary terms and rules.

7.3. If the user was permanently banned according to Sec. 7.1(c), the user may not register a new user account without the prior consent of Gameforge.

7.4. Further rights of Gameforge from this Framework Agreement, from the Special Terms, from Specific Agreements and from law remain unaffected, in particular without limitation, the right to extraordinary termination according to Sec. 9.4.

8. Limitation of liability for damages

- 8.1. Gameforge is liable in accordance with the statutory provisions for damages to the user caused by intentional or grossly negligent conduct of Gameforge or its agents. The same applies to personal injury and damages under the German Product Liability Act.
- 8.2. In all other respects, Gameforge's liability for damages – regardless of the legal reason – is limited in accordance with the following provisions, unless otherwise stipulated in a guarantee assumed by Gameforge:
 - a) Gameforge is liable for damages caused by ordinary negligence only if they are based on the violation of essential contractual obligations (cardinal obligations). Cardinal obligations are such contractual obligations, the fulfilment of which enable the proper execution of the contract in the first place and on whose compliance the user could rely. Insofar as Gameforge is liable hereunder for ordinary negligence, the liability of Gameforge is limited to the typically foreseeable damage.
 - b) Gameforge's liability for the loss of data and/or programs caused by Gameforge due to ordinary negligence is limited to the typical recovery effort that would have been incurred if the user had backed up data regularly and appropriately under the circumstances.
- 8.3. The provisions of the above paragraphs (Sec. 8.1-8.2) shall apply mutatis mutandis to a limitation of the obligation to compensate for futile expenses (§ 284 BGB).
- 8.4. The above limitations of liability (Sec. 8.1-8.3) also apply in favour of the members of the executive bodies and the agents of Gameforge.

9. Term and termination

- 9.1. The Framework Agreement is concluded for an indefinite period. It may be terminated by either party at any time with two weeks' notice. The same shall apply to the Specific Agreements, provided that no deviating provisions are made therein.
- 9.2. Any termination of the Framework Agreement shall simultaneously be deemed to be a termination of all Specific Agreements as of the next possible date. Notwithstanding Sec. 9.1, in the event of fixed terms or longer notice periods of one or more Specific Agreements, the Framework Agreement shall, in the event of ordinary termination, end at the time of termination of the last ending Specific Agreement.
- 9.3. The termination of a Specific Agreement shall only be deemed to be a simultaneous termination of the Framework Agreement if this is expressly stated in the notice of termination.
- 9.4. Each party has the right to terminate the Framework Agreement for good cause without notice. Good cause shall be deemed to exist in particular without limitation, if
 - a) the user violates the obligations to desist according to Sec. 6 in a significant or persistent manner or

- b) criminal acts are committed by the user in conjunction with the use of the Gameforge Services.
- 9.5. The termination must be made in text form to be effective. The user may also declare the termination by clicking a correspondingly marked button, as far as such a button is provided by Gameforge.
- 9.6. If Gameforge has declared the extraordinary termination of a Specific Agreement or of the Framework Agreement for good cause for which the user is not responsible or has permanently discontinued the operation of the respective Gameforge Services before a termination becomes effective, the user is entitled to claim the residual value of the digital balance which was acquired by direct cash payment and is still credited to the user account or of the remaining term of paid Gameforge Services. In all other cases, a refund shall not be made.

10. Amendments and modifications to the General Terms of Use

Gameforge is entitled to make amendments and modifications to the terms and conditions of this Framework Agreement if there is a legitimate interest due to a change in the legal situation, the scope or the functions of the Gameforge Services, the market conditions or comparable circumstances. Gameforge will inform the user in accordance with Sec. 4.3 about the changed conditions one month before they take effect (“Change Notice”). If the user does not object to such amendment or modification to the Framework Agreement within the one-month period or if they continue to use Gameforge Services after the amendments or modifications become effective, this shall be deemed implied consent of the user to the amendments and modifications. In case of the user’s objection, Gameforge’s right of termination according to Sec. 9.1 remains unaffected. The user will be informed of the significance of the one-month period, the continued use, the possibility of objection and the possibility of termination by Gameforge in the Change Notice.

11. Applicable jurisdiction, online dispute resolution, severability clause

- 11.1. Any and all legal relationships between Gameforge and the user are exclusively governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods and the reference provisions of international private law. If the user as a consumer has their habitual place of residence in another country within the European Union at the time of the respective conclusion of the contract (registration, purchase of chargeable services), the application of mandatory legal provisions of that country shall remain unaffected by the choice of law made in this paragraph’s first sentence.
- 11.2. Gameforge is not obliged to participate in dispute resolution proceedings before consumer arbitration boards and does not participate in such or similar proceedings.
- 11.3. In the event that any provisions of this Framework Agreement are invalid, the remaining provisions shall remain in force. The invalid provision shall be replaced by the statutory provision.

